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The Student Government Association of Montclair State University, Inc.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

YOUNG AMERICANS FOR LIBERTY AT MONTCLAIR STATE UNIVERSITY, and MENA BOTROS,	Civil No.: 2:20-cv-00508
Plaintiffs, The Trustees of Montclair State University – ROSE L. CALI, MARY A. COMITO, VICE-CHAIR DR. FRANCIS M. C. CUSS, CHAIR GEORGE J. HILTZIK, LAWRENCE R. INSERRA, JR. DOUGLAS L. KENNEDY, RALPH A. LAROSSA, JEAN MARC DE GRANDPRE, JOHN L. MCGOLDRICK, WILLIAM T. MULLEN, PRESTON D. PINKETT III, SECRETARY KENT SLUYTER, and STUDENT NIKITA WILLIAMS-all individually and all in their official capacities as members of the Montclair State University Board of Trustees; SUSAN A. COLE, President of Montclair State University, in her official and individual capacities; KAREN PENNINGTON, Vice President of Student Development & Campus Life of Montclair State University, in her official and individual capacities; MARGAREE COLEMAN-CARTER, Dean of Students of Montclair State University, in her official and individual capacities; PAUL M. CELL, Chief of Police of Montclair State University, in his official and individual capacities; KALUBA CHIPEPO, Sergeant of Campus Police for Montclair State University, in his official and	ANSWER, AFFIRMATIVE DEFENSES, COUNTERCLAIM AND JURY DEMAND ON BEHALF OF DEFENDANT THE STUDENT GOVERNMENT ASSOCIATION OF MONTCLAIR STATE UNIVERSITY, INC.

individual capacities; YOLANDA ALVAREZ, Chair of Bias Education Response Taskforce of Montclair State University, in her official and individual capacities; HAMAL STRAYHORN, Co-Chair of Bias Education Response Taskforce of Montclair State University, in her official and individual capacities; THE STUDENT GOVERNMENT ASSOCIATION OF MONTCLAIR STATE UNIVERSITY, INC.,

Defendants.

Defendant The Student Government Association of Montclair State University, Inc., ("SGA") having its primary office at 1 Normal Avenue, Montclair, New Jersey 07043, by way of Answer to Plaintiffs' Complaint, say:

1. SGA admits that its primary office is located at 1 Normal Avenue, Montclair, New Jersey 07043, but neither admits nor denies the remainder of the allegations set forth in ¶1 as it is without knowledge and leaves Plaintiffs to their proofs.
2. SGA neither admits nor denies the allegations set forth in ¶2 as it is without knowledge and leaves Plaintiffs to their proofs.
3. SGA neither admits nor denies the allegations set forth in ¶3 as it is without knowledge and leaves Plaintiffs to their proofs.
4. SGA admits that it maintains student organization regulations that provide financial benefits based on a class determination, but denies the remainder of the allegations set forth in ¶4.
5. SGA denies the allegations set forth in ¶5.

6. SGA neither admits nor denies the allegations set forth in ¶6 as it is without knowledge and leaves Plaintiffs to their proofs.

7. SGA denies the allegations set forth in ¶7.

Jurisdiction and Venue

8. SGA neither admits nor denies the allegations set forth in ¶8 as they call for legal conclusions.

9. SGA neither admits nor denies the allegations set forth in ¶9 as they call for legal conclusions.

10. SGA neither admits nor denies the allegations set forth in ¶10 as they call for legal conclusions.

11. SGA neither admits nor denies the allegations set forth in ¶11 as they call for legal conclusions.

Plaintiffs

12. SGA neither admits nor denies the allegations set forth in ¶12 as it is without knowledge and leaves Plaintiffs to their proofs.

13. SGA admits that Plaintiff Young Americans for Liberty at Montclair State University is a student-led organization, but neither admits nor denies the allegations set forth in the remainder of ¶13, as it is without knowledge and leaves Plaintiffs to their proofs.

14. SGA admits the allegations set forth in ¶14.

15. SGA neither admits nor denies the allegations set forth in ¶15 as it is without knowledge and leaves Plaintiffs to their proofs.

16. SGA neither admits nor denies the allegations set forth in ¶16 as it is without knowledge and leaves Plaintiffs to their proofs.

17. SGA neither admits nor denies the allegations set forth in ¶17 as it is without knowledge and leaves Plaintiffs to their proofs.

18. SGA neither admits nor denies the allegations set forth in ¶18 as it is without knowledge and leaves Plaintiffs to their proofs.

19. SGA neither admits nor denies the allegations set forth in ¶19 as it is without knowledge and leaves Plaintiffs to their proofs.

Defendants

20. SGA neither admits nor denies the allegations set forth in ¶20 as it is without knowledge and leaves Plaintiffs to their proofs.

21. SGA neither admits nor denies the allegations set forth in ¶21 as it is without knowledge and leaves Plaintiffs to their proofs.

22. SGA neither admits nor denies the allegations set forth in ¶22 as it is without knowledge and leaves Plaintiffs to their proofs.

23. SGA neither admits nor denies the allegations set forth in ¶23 as it is without knowledge and leaves Plaintiffs to their proofs.

24. SGA neither admits nor denies the allegations set forth in ¶24 as it is without knowledge and leaves Plaintiffs to their proofs.

25. SGA neither admits nor denies the allegations set forth in ¶25 as it is without knowledge and leaves Plaintiffs to their proofs.

26. SGA neither admits nor denies the allegations set forth in ¶26 as it is without knowledge and leaves Plaintiffs to their proofs.

27. SGA neither admits nor denies the allegations set forth in ¶27 as it is without knowledge and leaves Plaintiffs to their proofs.

28. SGA neither admits nor denies the allegations set forth in ¶28 as it is without knowledge and leaves Plaintiffs to their proofs.

29. SGA neither admits nor denies the allegations set forth in ¶29 as it is without knowledge and leaves Plaintiffs to their proofs.

30. SGA neither admits nor denies the allegations set forth in ¶30 as it is without knowledge and leaves Plaintiffs to their proofs.

31. SGA neither admits nor denies the allegations set forth in ¶30 as it is without knowledge and leaves Plaintiffs to their proofs.

32. SGA neither admits nor denies the allegations set forth in ¶32 as it is without knowledge and leaves Plaintiffs to their proofs.

33. SGA neither admits nor denies the allegations set forth in ¶33 as it is without knowledge and leaves Plaintiffs to their proofs.

34. SGA neither admits nor denies the allegations set forth in ¶34 as it is without knowledge and leaves Plaintiffs to their proofs.

35. SGA neither admits nor denies the allegations set forth in ¶35 as it is without knowledge and leaves Plaintiffs to their proofs.

36. SGA neither admits nor denies the allegations set forth in ¶36 as it is without knowledge and leaves Plaintiffs to their proofs.

37. SGA neither admits nor denies the allegations set forth in ¶37 as it is without knowledge and leaves Plaintiffs to their proofs.

38. SGA neither admits nor denies the allegations set forth in ¶38 as it is without knowledge and leaves Plaintiffs to their proofs.

39. SGA neither admits nor denies the allegations set forth in ¶39 as it is without knowledge and leaves Plaintiffs to their proofs.

40. SGA neither admits nor denies the allegations set forth in ¶40 as it is without knowledge and leaves Plaintiffs to their proofs.

41. SGA neither admits nor denies the allegations set forth in ¶41 as it is without knowledge and leaves Plaintiffs to their proofs.

42. SGA neither admits nor denies the allegations set forth in ¶42 as it is without knowledge and leaves Plaintiffs to their proofs.

43. SGA neither admits nor denies the allegations set forth in ¶43 as it is without knowledge and leaves Plaintiffs to their proofs.

44. SGA neither admits nor denies the allegations set forth in ¶44 as it is without knowledge and leaves Plaintiffs to their proofs.

45. SGA neither admits nor denies the allegations set forth in ¶45 as it is without knowledge and leaves Plaintiffs to their proofs.

46. SGA neither admits nor denies the allegations set forth in ¶46 as it is without knowledge and leaves Plaintiffs to their proofs.

47. SGA neither admits nor denies the allegations set forth in ¶47 as it is without knowledge and leaves Plaintiffs to their proofs.

48. SGA admits the allegations set forth in ¶48.
49. SGA admits the allegations set forth in ¶49.
50. SGA admits that it sets policies and procedures governing some, but not all, student organization on campus, but the remainder of the allegations set forth in ¶50.

Facts

I. The University's unconstitutional policies restrict and suppress student speech.

51. SGA denies the allegations set forth in ¶51.
- A. **The Speech Permit Policy requires all students to obtain permission two weeks in advance before speaking on campus and does not provide any objective guidelines to restrain administrative discretion.**
 52. SGA neither admits nor denies the allegations set forth in ¶52 as it is without knowledge and leaves Plaintiffs to their proofs.
 53. SGA neither admits nor denies the allegations set forth in ¶53 as it is without knowledge and leaves Plaintiffs to their proofs.
 54. SGA neither admits nor denies the allegations set forth in ¶54 as it is without knowledge and leaves Plaintiffs to their proofs.
 55. SGA neither admits nor denies the allegations set forth in ¶55 as it is without knowledge and leaves Plaintiffs to their proofs.
 56. SGA neither admits nor denies the allegations set forth in ¶56 as it is without knowledge and leaves Plaintiffs to their proofs.

57. SGA neither admits nor denies the allegations set forth in ¶57 as it is without knowledge and leaves Plaintiffs to their proofs.

58. SGA neither admits nor denies the allegations set forth in ¶58 as it is without knowledge and leaves Plaintiffs to their proofs.

59. SGA neither admits nor denies the allegations set forth in ¶59 as it is without knowledge and leaves Plaintiffs to their proofs.

60. SGA neither admits nor denies the allegations set forth in ¶60 as it is without knowledge and leaves Plaintiffs to their proofs.

61. SGA neither admits nor denies the allegations set forth in ¶61 as it is without knowledge and leaves Plaintiffs to their proofs.

62. SGA neither admits nor denies the allegations set forth in ¶62 as it is without knowledge and leaves Plaintiffs to their proofs.

63. SGA neither admits nor denies the allegations set forth in ¶63 as it is without knowledge and leaves Plaintiffs to their proofs.

64. SGA neither admits nor denies the allegations set forth in ¶64 as it is without knowledge and leaves Plaintiffs to their proofs.

65. SGA neither admits nor denies the allegations set forth in ¶65 as it is without knowledge and leaves Plaintiffs to their proofs.

B. The University authorizes the SGA to punish recognized student organizations who express disfavored viewpoints.

66. SGA neither admits nor denies the allegations set forth in ¶66 as it is without knowledge and leaves Plaintiffs to their proofs.

67. SGA neither admits nor denies the allegations set forth in ¶67 as it is without knowledge and leaves Plaintiffs to their proofs.

68. SGA neither admits nor denies the allegations set forth in ¶68 as it is without knowledge and leaves Plaintiffs to their proofs.

69. SGA neither admits nor denies the allegations set forth in ¶69 as it is without knowledge and leaves Plaintiffs to their proofs.

70. SGA neither admits nor denies the allegations set forth in ¶70 as it is without knowledge and leaves Plaintiffs to their proofs.

71. SGA neither admits nor denies the allegations set forth in ¶71 as it is without knowledge and leaves Plaintiffs to their proofs.

72. SGA denies the allegations set forth in ¶72.

73. SGA admits the allegations set forth in ¶73.

74. SGA admits that it has the ability to “charter, rescind charters, and provide for the regulation of Student organizations” at Montclair State University, but denies the mischaracterization of the remainder of the allegations set forth in ¶74.

75. SGA admits that a “Class” system grants student organizations special benefits, including substantial financial advantages, but denies remainder of the allegations set forth in ¶75.

76. SGA admits that organizations are in one of four classes, but denies the mischaracterization of the remainder of the allegations set forth in ¶76.

77. SGA admits the allegations set forth in ¶77.

78. SGA admits the allegations set forth in ¶78.

79. SGA admits the allegations set forth in ¶79.
80. SGA admits the allegations set forth in ¶80.
81. SGA admits the allegations set forth in ¶81.
82. SGA admits that Class IV organizations receive funding through matching donations, but denies the mischaracterization of the remainder of the allegations set forth in ¶82.
 83. SGA denies the allegations set forth in ¶83.
 84. SGA denies the allegations set forth in ¶84.
 85. SGA admits the allegations set forth in ¶85.
 86. SGA admits that Class VI organizations are “entry level organizations”, but denies the remainder of allegations set forth in ¶86.
87. SGA admits that Class IV organizations are required to obtain approval from the SGA to recharter their organization annually, but denies the remainder of the allegations set forth in ¶87.
 88. SGA denies the allegations set forth in ¶88.
 89. SGA admits the allegations set forth in ¶89.
 90. SGA admits the allegations set forth in ¶90.
 91. SGA denies the allegations set forth in ¶91.
 92. SGA admits that at the Legislative meeting, an organization will be asked questions concerning the nature of the programming and related costs, but denies the mischaracterization of the remainder of the allegations set forth in ¶92.
 93. SGA denies the allegations set forth in ¶93.

94. SGA admits that Class III organizations must spend two years in that class before they are eligible to advance to Class II, and Class II organizations must spend four consecutive years as Class II before they can advance to Class I, but denies the remainder of the allegations set forth in ¶94.

95. SGA admits the allegations set forth in ¶95.

96. SGA denies the allegations set forth in ¶96.

97. SGA denies the allegations set forth in ¶97.

C. The University threatens coercive re-education, investigations, discipline, and criminal investigation for students who engage in protected speech.

98. SGA denies the allegations set forth in ¶98.

99. SGA neither admits nor denies the allegations set forth in ¶99 as it is without knowledge and leaves Plaintiffs to their proofs.

100. SGA neither admits nor denies the allegations set forth in ¶100 as it is without knowledge and leaves Plaintiffs to their proofs.

101. SGA neither admits nor denies the allegations set forth in ¶101 as it is without knowledge and leaves Plaintiffs to their proofs.

102. SGA neither admits nor denies the allegations set forth in ¶102 as it is without knowledge and leaves Plaintiffs to their proofs.

103. SGA neither admits nor denies the allegations set forth in ¶103 as it is without knowledge and leaves Plaintiffs to their proofs.

104. SGA neither admits nor denies the allegations set forth in ¶104 as it is without knowledge and leaves Plaintiffs to their proofs.

105. SGA neither admits nor denies the allegations set forth in ¶105 as it is without knowledge and leaves Plaintiffs to their proofs.

106. SGA neither admits nor denies the allegations set forth in ¶106 as it is without knowledge and leaves Plaintiffs to their proofs.

107. SGA neither admits nor denies the allegations set forth in ¶107 as it is without knowledge and leaves Plaintiffs to their proofs.

108. SGA neither admits nor denies the allegations set forth in ¶108 as it is without knowledge and leaves Plaintiffs to their proofs.

109. SGA neither admits nor denies the allegations set forth in ¶109 as it is without knowledge and leaves Plaintiffs to their proofs.

110. SGA neither admits nor denies the allegations set forth in ¶110 as it is without knowledge and leaves Plaintiffs to their proofs.

111. SGA neither admits nor denies the allegations set forth in ¶111 as it is without knowledge and leaves Plaintiffs to their proofs.

112. SGA neither admits nor denies the allegations set forth in ¶112 as it is without knowledge and leaves Plaintiffs to their proofs.

113. SGA neither admits nor denies the allegations set forth in ¶113 as it is without knowledge and leaves Plaintiffs to their proofs.

114. SGA neither admits nor denies the allegations set forth in ¶114 as it is without knowledge and leaves Plaintiffs to their proofs.

115. SGA neither admits nor denies the allegations set forth in ¶115 as it is without knowledge and leaves Plaintiffs to their proofs.

116. SGA neither admits nor denies the allegations set forth in ¶116 as it is without knowledge and leaves Plaintiffs to their proofs.

117. SGA neither admits nor denies the allegations set forth in ¶117 as it is without knowledge and leaves Plaintiffs to their proofs.

118. SGA neither admits nor denies the allegations set forth in ¶118 as it is without knowledge and leaves Plaintiffs to their proofs.

119. SGA neither admits nor denies the allegations set forth in ¶119 as it is without knowledge and leaves Plaintiffs to their proofs.

II. SGA's enforcement and threats of enforcement have deprived Plaintiffs of their First Amendment rights.

120. SGA neither admits nor denies the allegations set forth in ¶120 as it is without knowledge and leaves Plaintiffs to their proofs.

121. SGA neither admits nor denies the allegations set forth in ¶121 as it is without knowledge and leaves Plaintiffs to their proofs.

122. SGA neither admits nor denies the allegations set forth in ¶122 as it is without knowledge and leaves Plaintiffs to their proofs.

123. SGA neither admits nor denies the allegations set forth in ¶123 as it is without knowledge and leaves Plaintiffs to their proofs.

124. SGA neither admits nor denies the allegations set forth in ¶124 as it is without knowledge and leaves Plaintiffs to their proofs.

125. SGA neither admits nor denies the allegations set forth in ¶125 as it is without knowledge and leaves Plaintiffs to their proofs.

126. SGA neither admits nor denies the allegations set forth in ¶126 as it is without knowledge and leaves Plaintiffs to their proofs.

127. SGA neither admits nor denies the allegations set forth in ¶127 as it is without knowledge and leaves Plaintiffs to their proofs.

128. SGA neither admits nor denies the allegations set forth in ¶128 as it is without knowledge and leaves Plaintiffs to their proofs.

129. SGA neither admits nor denies the allegations set forth in ¶129 as it is without knowledge and leaves Plaintiffs to their proofs.

130. SGA neither admits nor denies the allegations set forth in ¶130 as it is without knowledge and leaves Plaintiffs to their proofs.

B. The University's Class System unconstitutionally restricts student association and penalizes Plaintiffs for engaging in protected speech.

131. SGA neither admits nor denies the allegations set forth in ¶131 as it is without knowledge and leaves Plaintiffs to their proofs.

132. SGA neither admits nor denies the allegations set forth in ¶132 as it is without knowledge and leaves Plaintiffs to their proofs.

133. SGA admits that it began operating at the university in 2018 and YAL is a Class IV organization, but denies the remainder of the allegations set forth in ¶133.

134. SGA denies the allegations set forth in ¶134.

135. SGA denies the allegations set forth in ¶135.

136. SGA denies the allegations set forth in ¶136.

137. SGA denies the allegations set forth in ¶137.

138. SGA neither admits nor denies the allegations set forth in ¶132 as they include mischaracterizations of facts, and the SGA is without knowledge about the politics of organizations and leaves Plaintiffs to their proofs.

C. The Speech Permit Policy and BERT are preventing Plaintiffs from engaging in other core political speech.

139. SGA neither admits nor denies the allegations set forth in ¶140 as it is without knowledge and leaves Plaintiffs to their proofs.

140. SGA neither admits nor denies the allegations set forth in ¶141 as it is without knowledge and leaves Plaintiffs to their proofs.

141. SGA neither admits nor denies the allegations set forth in ¶142 as it is without knowledge and leaves Plaintiffs to their proofs.

142. SGA neither admits nor denies the allegations set forth in ¶143 as it is without knowledge and leaves Plaintiffs to their proofs.

143. SGA neither admits nor denies the allegations set forth in ¶144 as it is without knowledge and leaves Plaintiffs to their proofs.

144. SGA neither admits nor denies the allegations set forth in ¶145 as it is without knowledge and leaves Plaintiffs to their proofs.

145. SGA neither admits nor denies the allegations set forth in ¶146 as it is without knowledge and leaves Plaintiffs to their proofs.

146. SGA neither admits nor denies the allegations set forth in ¶147 as it is without knowledge and leaves Plaintiffs to their proofs.

147. SGA neither admits nor denies the allegations set forth in ¶148 as it is without knowledge and leaves Plaintiffs to their proofs.

148. SGA neither admits nor denies the allegations set forth in ¶149 as it is without knowledge and leaves Plaintiffs to their proofs.

149. SGA neither admits nor denies the allegations set forth in ¶150 as it is without knowledge and leaves Plaintiffs to their proofs.

Allegations of Law

150. SGA denies the allegations set forth in ¶151.

151. SGA neither admits nor denies the allegations set forth in ¶152 as it is without knowledge and leaves Plaintiffs to their proofs.

152. SGA neither admits nor denies the allegations set forth in ¶153 as it is without knowledge and leaves Plaintiffs to their proofs.

153. SGA denies the allegations set forth in ¶154.

154. SGA denies the allegations set forth in ¶155.

155. SGA denies the allegations set forth in ¶156.

156. SGA denies the allegations set forth in ¶157.

157. SGA neither admits nor denies the allegations set forth in ¶158 as it is without knowledge and leaves Plaintiffs to their proofs.

158. SGA neither admits nor denies the allegations set forth in ¶159 as it is without knowledge and leaves Plaintiffs to their proofs.

159. SGA neither admits nor denies the allegations set forth in ¶160 as it is without knowledge and leaves Plaintiffs to their proofs.

160. SGA neither admits nor denies the allegations set forth in ¶161 as it is without knowledge and leaves Plaintiffs to their proofs.

161. SGA neither admits nor denies the allegations set forth in ¶162 as it is without knowledge and leaves Plaintiffs to their proofs.

162. SGA neither admits nor denies the allegations set forth in ¶163 as it is without knowledge and leaves Plaintiffs to their proofs.

163. SGA neither admits nor denies the allegations set forth in ¶164 as it is without knowledge and leaves Plaintiffs to their proofs.

164. SGA neither admits nor denies the allegations set forth in ¶165 as it is without knowledge and leaves Plaintiffs to their proofs.

165. SGA neither admits nor denies the allegations set forth in ¶166 as it is without knowledge and leaves Plaintiffs to their proofs.

166. SGA neither admits nor denies the allegations set forth in ¶167 as it is without knowledge and leaves Plaintiffs to their proofs.

167. SGA neither admits nor denies the allegations set forth in ¶168 as it is without knowledge and leaves Plaintiffs to their proofs.

168. SGA neither admits nor denies the allegations set forth in ¶169 as it is without knowledge and leaves Plaintiffs to their proofs.

169. SGA neither admits nor denies the allegations set forth in ¶170 as it is without knowledge and leaves Plaintiffs to their proofs.

170. SGA neither admits nor denies the allegations set forth in ¶171 as it is without knowledge and leaves Plaintiffs to their proofs.

171. SGA neither admits nor denies the allegations set forth in ¶172 as it is without knowledge and leaves Plaintiffs to their proofs.

172. SGA neither admits nor denies the allegations set forth in ¶173 as it is without knowledge and leaves Plaintiffs to their proofs.

173. SGA neither admits nor denies the allegations set forth in ¶174 as it is without knowledge and leaves Plaintiffs to their proofs.

Count II: The University's Class System violates Plaintiffs' free speech rights.

174. SGA repeats each of its prior answers to the allegations set forth in the prior Paragraphs of this Complaint.

175. SGA neither admits nor denies the allegations set forth in ¶176 as they call for legal conclusions.

176. SGA denies the allegations set forth in ¶177.

177. SGA denies the allegations set forth in ¶178.

178. SGA denies the allegations set forth in ¶179.

179. SGA denies the allegations set forth in ¶180.

180. SGA denies the allegations set forth in ¶181.

181. SGA denies the allegations set forth in ¶182.

182. SGA denies the allegations set forth in ¶183.

183. SGA denies the allegations set forth in ¶184.

184. SGA denies the allegations set forth in ¶185.

185. SGA denies the allegations set forth in ¶186.

186. SGA denies the allegations set forth in ¶187.

187. SGA denies the allegations set forth in ¶188.
188. SGA denies the allegations set forth in ¶189.
189. SGA denies the allegations set forth in ¶190.
190. SGA denies the allegations set forth in ¶191.
191. SGA denies the allegations set forth in ¶192.
192. SGA denies the allegations set forth in ¶193.
193. SGA denies the allegations set forth in ¶194.
194. SGA denies the allegations set forth in ¶195.
195. SGA denies the allegations set forth in ¶196.
196. SGA denies the allegations set forth in ¶197.
197. SGA denies the allegations set forth in ¶198.
198. SGA denies the allegations set forth in ¶199.
199. SGA denies the allegations set forth in ¶200.

Count III: The Bias Incident Regulations violate Plaintiffs' free speech rights.

200. SGA repeats each of its prior answers to the allegations set forth in the prior Paragraphs of this Complaint.

201. SGA neither admits nor denies the allegations set forth in ¶202 as they call for legal conclusions.

202. SGA neither admits nor denies the allegations set forth in ¶203 as they call for legal conclusions.

203. SGA neither admits nor denies the allegations set forth in ¶204 as they call for legal conclusions.

204. SGA neither admits nor denies the allegations set forth in ¶205 as they call for legal conclusions.

205. SGA neither admits nor denies the allegations set forth in ¶206 as they call for legal conclusions.

206. SGA neither admits nor denies the allegations set forth in ¶207 as they call for legal conclusions.

207. SGA neither admits nor denies the allegations set forth in ¶208 as they call for legal conclusions.

208. SGA neither admits nor denies the allegations set forth in ¶209 as they call for legal conclusions.

209. SGA neither admits nor denies the allegations set forth in ¶210 as they call for legal conclusions.

210. SGA neither admits nor denies the allegations set forth in ¶211 as they call for legal conclusions.

211. SGA neither admits nor denies the allegations set forth in ¶212 as they call for legal conclusions.

212. SGA neither admits nor denies the allegations set forth in ¶213 as they call for legal conclusions.

213. SGA neither admits nor denies the allegations set forth in ¶214 as they call for legal conclusions.

214. SGA neither admits nor denies the allegations set forth in ¶215 as they call for legal conclusions.

Count IV: The Speech Permit Policy violates Plaintiffs' Due Process rights because it is unconstitutionally vague.

215. SGA repeats each of its prior answers to the allegations set forth in the prior Paragraphs of this Complaint.

216. SGA neither admits nor denies the allegations set forth in ¶217 as they call for legal conclusions.

217. SGA neither admits nor denies the allegations set forth in ¶218 as they call for legal conclusions.

218. SGA neither admits nor denies the allegations set forth in ¶219 as they call for legal conclusions.

219. SGA neither admits nor denies the allegations set forth in ¶220 as they call for legal conclusions.

Count V: The Class System violates Plaintiffs' Due Process rights because it is unconstitutionally vague

220. SGA repeats each of its prior answers to the allegations set forth in the prior Paragraphs of this Complaint.

221. SGA admits that the Fourteenth Amendment to the United States Constitution guarantees Plaintiffs the right to due process of law, but it neither admits nor denies the remaining allegations set forth in ¶222, as they call for legal conclusions.

222. SGA neither admits nor denies the allegations set forth in ¶223 as they call for legal conclusions.

223. SGA neither admits nor denies the allegations set forth in ¶224 as they call for legal conclusions.

224. SGA denies the allegations set forth in ¶225.
225. SGA denies the allegations set forth in ¶226.
226. SGA denies the allegations set forth in ¶227.
227. SGA denies the allegations set forth in ¶228.
228. SGA denies the allegations set forth in ¶229.

Count VI: The Bias Incident Regulations violate Plaintiffs' Due Process rights because it is unconstitutionally vague.

229. SGA repeats each of its prior answers to the allegations set forth in the prior Paragraphs of this Complaint.
230. SGA neither admits nor denies the allegations set forth in ¶231 as it is without knowledge and leaves Plaintiffs to their proofs.
231. SGA neither admits nor denies the allegations set forth in ¶232 as it is without knowledge and leaves Plaintiffs to their proofs.

PRAYER FOR RELIEF

- A. SGA denies the allegations set forth in ¶A.
- B. SGA denies the allegations set forth in ¶B.
- C. SGA denies the allegations set forth in ¶C.
- D. SGA denies the allegations set forth in ¶D.
- E. SGA denies the allegations set forth in ¶E.
- F. SGA denies the allegations set forth in ¶F.
- G. SGA denies the allegations set forth in ¶G.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs have not set forth sufficient facts to establish any liability as to SGA
Student Government Association of Montclair State University, Inc.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs have not been deprived of any rights, privileges, or immunities secured to
her by the United States Constitution, any act of Congress or the New Jersey
Constitution.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs have not been deprived of any rights, privileges, or immunities secured
to her by the United States Constitution or the laws of the State of New Jersey.

FIFTH AFFIRMATIVE DEFENSE

The SGA has acted at all times relevant hereto with good faith and without
malice.

SIXTH AFFIRMATIVE DEFENSE

The claims set forth in the Complaint are barred, in whole or in part, by the
Doctrine of Waiver and Estoppel.

SEVENTH AFFIRMATIVE DEFENSE

The claims set forth in the Complaint are barred by the Doctrine of Unclean
Hands.

EIGHTH AFFIRMATIVE DEFENSE

Any damage, loss or injuries suffered by Plaintiffs are a result of the acts or omissions of Plaintiffs and/or other parties over whom this SGA has no control.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims have been instituted in bad faith and, therefore, the SGA is entitled to attorneys' fees, costs of suit and such other relief as the Court deems equitable and just.

COUNTERCLAIM

Defendant Student Government Association of Montclair University Inc., by way of Counterclaim against the Plaintiffs says:

COUNT ONE

1. The within cause of action has been instituted by the Plaintiffs in bad faith, without merit, is frivolous, and is intended only to harass and cause the SGA great expense in the defense of same.

2. The SGA has been damaged and by way of Counterclaim against the Plaintiffs, demands judgment for counsel fees and costs pursuant to 42 U.S.C. § 1988 and N.J.S.A. 2A:15-59.1

WHEREFORE, the SGA demands judgment against Plaintiffs for exemplary, punitive and compensatory damages together with attorneys' fees, costs of suit and such other relief as the Court deems equitable and just.

DEMANDED FOR TRIAL BY JURY

Pursuant to L.Civ.R. 38(b), the SGA respectfully requests a trial by jury on all issues in the above-entitled matter.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Maria P. Vallejo, is hereby designated trial counsel in connection with the above-captioned matter.

REQUEST FOR STATEMENT OF DAMAGES

Pursuant to L.Civ.R. 8.1, Defendant The Student Government Association of Montclair State University, Inc. require that Plaintiffs, within 10 days of service of this pleading, provide a written statement in the amount of damages claimed in the within action.

CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
Attorneys for Defendant The Student Government Association of Montclair State University Inc.

By:



Maria P. Vallejo

Dated: February 25, 2020